

Hawaiian Gazette

12-PAGE EDITION.

TUESDAY, JUNE 6, 1893.

NO CONNECTION.

Leading newspapers of the United States suggest there is some political connection between the anti-annexation policy of the New York Herald and that to be pursued by President Cleveland. We are inclined to the belief that in sending out a correspondent to misrepresent affairs here, the Herald has acted upon its own responsibility and has blundered politically as usual. President Cleveland is hardly the unwise statesman either to suggest or follow the un-American policy of the Herald.

As far as Nordhoff is concerned he cuts no figure, otherwise than as a journalistic tool. As far as his ability and former reputation go they are of little weight; the fact remains that he has not even written well-turned falsehoods about Hawaiian affairs, but has continually exposed himself to repeated contradiction and well-deserved ridicule. When, for instance, he wrote the Provisional government would go down before a slight push, he evidently failed to appreciate the value of journalistic silence and over estimated his own knowledge of Hawaiian affairs. It is more than probable his former reputation as a fair-minded and circumspect journalist has been rather the result of accident than merit. In the Hawaiian instance accident did not favor the Herald's correspondent, and his reputation together with his false testimony have collapsed like a house of cards.

President Cleveland has heretofore felt more than once the necessity of keeping clear of the Herald and its friends. In the present case poor old Nordhoff, just tottering into his second childhood, will be the only person hurt—the Herald has no reputation to lose.

ANOTHER ROYALIST SCRIBBLER.

Many curious things happen in journalism. One of these took place last Saturday in Honolulu. In the Californian for June is printed an open letter to the editor on "Mr. Blount's Mission," which covers over five pages. The article is signed "Allan Dare." The fact that the article occupies the bulk of the editorial department of the magazine and brings Hawaiian affairs prominently into notice is directly relevant to the curious happening mentioned. It was this. The Bulletin contained in its last issue a half column review of the contents of the Californian magazine and failed to make any mention of Mr. "Allan Dare's" ex parte statement of Hawaiian affairs.

This is especially curious, as the Bulletin can "point with pride" to its publication of royalist misstatements of fact relating to the late revolution, and this was an opportunity it should not have missed. The article in question goes one better than Nordhoff ever dreamed. In fact Mr. "Allan Dare," whom the Bulletin modestly declines to notice, coolly ignores any events which transpired prior to January 16, 1893, and draws a Utopian picture of Honolulu on that date, false in every particular, as the basis for the inverted pyramid of misstatements which follows. It is the article of a partisan, without even the merit of seeming logical or historical consistency.

The reason why the ex-queen did not attack and immediately arrest the men who had seized the seat of government is alleged to be because the troops from the U. S. Boston would be under fire from all points of attack! The friends of the ex-queen "advised the surrender to the U. S. troops!" The old falsehoods about the dismissal of Hawaiians from office and the inaugurating of a "business boycott," together with the venerable tale about the regulars being filled

with ex-convicts, fugitives from justice, deserters, etc., are repeated; the latter as a pretext for revamping the royalist statement that the protectorate was placed over Hawaii to protect the Provisional government, or the "filibusters," from the mutinous and undisciplined soldiers.

But this was too tame for the brave "Allan Dare." The combat deepens. Even Minister Blount is dragged in to help the "scare article" along. Mr. Blount's just and conservative manner of conducting his investigations "may precipitate a bloody conflict," for which the annexationists and sugar barons would be responsible. Was there ever such royalist rot written before?

There are some humorous statements, which are none the less funny because they are false. The following is a sample: Brave "Allan Dare" says the keynote of the annexation scheme is "that the sugar barons are now reaching out for the tempting bait of the two cents a pound bounty on sugar raised in the United States," and adds in the next paragraph, speaking of American capital invested here: "The actual fact is that outside of whatever capital Claus Spreckels may have brought to the country there is not one dollar of American capital invested there."

Mr. "Allan Dare" is a nice little fellow, well-known in Honolulu, but he needs experience and tuition. We would respectfully suggest that he take a few lessons from the well-paid Nordhoff and in the meantime persuade the Bulletin to bring his essays into public notice by at least a casual mention.

WISE AND OTHERWISE.

A dispatch published lately in the Washington Star, correcting some of the Herald's misstatements, says the total voting population of Hawaii is 15,000. Even this estimate is altogether too high. The total voting population of the islands will very probably not exceed 11,000 voters.

The New York Times tells the story of an American girl who hid in a sentry box in Berlin and frightened a German soldier so badly by jumping out and crying "boo!" at him, that he dropped his gun and ran. The question now troubling the German newspapers is why the sentry ran.

They have an emphatic way of raising a point of order in the New South Wales parliament. A Sydney paper says that lately the premier was accused by a member of nepotism. His reply was, "You are a bigger liar than the man who told you." It ended by the premier withdrawing his point of order.

It seems that the bank crash in Australia has been largely caused by paying too nearly the market rate of interest on deposits, and by lending money under conditions that prohibited calling it in when a crisis occurred. When settlement is made it is not likely depositors will lose a dollar.

The report that Herr Krupp would present his great cannon at the World's Fair to the city of Chicago is not confirmed. Krupp's agents state that after the fair is over the "world's largest gun" will be returned to Essen, where it was made. When it is known the gun, as now mounted at Chicago, cost \$300,000 it will not be wondered that Krupp does not meet the suggested presentation with enthusiasm.

A Traveler Taken With Cholera Morbus.

While Mr. T. J. Richey, of Altona, Mo., was traveling in Kansas he was taken violently ill with cholera morbus. He called at a drug store to get some medicine and the druggist recommended Chamberlain's Colic, Cholera and Diarrhoea Remedy so highly he concluded to try it. The result was immediate relief, and a few doses cured him completely. It is made for bowel complaint and nothing else. It never fails. For sale by all medicine dealers.

BENSON, SMITH & Co., Agents for H. I.

Taro flour is recommended for people who are troubled with indigestion.

NEW STEAMER LINE.

SUCCINCT STATEMENT OF ITS ORGANIZATION.

To Connect With the Canadian Pacific Railway.

The Miowera is the pioneer ship of the new Canadian-Australian line, which has already been subsidized by the Dominion government and which will probably be further subsidized by New South Wales and Queensland and by the Imperial government. The credit of originating the idea of adding this to the list of the world's highways belongs to Canada. The service, as now inaugurated, is only the beginning of an enterprise that will establish a weekly steam service in the Atlantic and Pacific oceans, connected by the Canadian Pacific railway, and capable of landing London mails at, say, Brisbane or Sydney in about twenty-six days. That, taking the distance into consideration, would be one of the most notable postal, commercial and traveler's highways on the earth.

Mr. James Huddart, the managing owner of the Miowera and Warrimoo, the pioneers in the new service, bears a name which has long held a prominent place in Australasian maritime enterprise. The firm of Huddart, Parker & Co. is well known and has one of the large fleets employed in the exchange of commodities between New South Wales, Victoria, South Australia and Tasmania. The Miowera and Warrimoo, were built in 1892 at Newcastle on Tyne, by Messrs. Swan & Hunter, under Mr. Huddart's supervision last year. In January last he wrote to Sir John Thompson, the Dominion premier, and the ultimate result of the parley was that Canada offered a subsidy of \$125,000 per annum, and on this basis a contract was concluded for a monthly service. The fact that action was taken at the Brisbane conference, held so recently as March last, should finally dispose of the feeling that Mr. Huddart's enterprise is in any sense or in any degree unfair to New Zealand, which pays nearly all the present subsidy to the San Francisco service.

In 1892 New South Wales purchased goods from the United States to the extent of over \$4,000,000. The same colony exports to the States a total of over \$7,000,000; but of this about \$5,000,000 was gold, showing a trade balance very distinctly in favor of the States. The total exchange between the United States and New South Wales alone in the ten years, 1883-92, amounted to no less than \$18,000,000. Surely this is a trade worth fostering and developing. The United States and New Zealand are very well able to subsidize the San Francisco service. Mr. Huddart avoids both New Zealand and the United States. He starts from Sydney, calls at Brisbane and Honolulu, and goes on to Vancouver.

In view of the resolution passed at Brisbane conference, Mr. Huddart asked Sir George Dibbs, to confer with the other colonies on the subject of a federal subsidy. Meanwhile Mr. Huddart addressed a letter to the Australian governments, in which he set forth the case for the proposed service.

Sir George Dibbs pledged himself to bring the matter of subsidizing service under the consideration of parliament before the close of the session, and the session was intended to be closed by the end of May. The government would propose and support a subsidy of probably, either \$50,000 or \$60,000. As far as could be judged when the Miowera left Sydney, the legislative assembly was distinctly favorable to the proposal. Queensland has been asked for \$40,000, the ships calling at Moreton bay, the port of Brisbane, as the last port of departure and the first of arrival.

The more commerce is created between the British communities in the South Pacific and the American continent the more will the productive capacities of the island groups situated between them be developed. At present Hawaii leads. Hawaii shows what can be done by enterprise operating intelligently upon these tropical soils. Fiji, which will probably be called at by the ships running in the Canadian-Australian service, is getting into a strong position. Her external trade now amounts to about \$3,000,000 annually. Sir John B. Thurston, the governor, is extremely anxious that Fiji shall be brought into one of the great lines of ocean travel and traffic. He is convinced that it would help in the more rapid development of the agricultural resources of a group which has as much good land as there is in the British West Indies. At present only about 40,000 acres out of a total area of about 5,000,000 are cultivated. Of course it is not expected that Hawaiian commerce with Australia will grow to large dimensions. It is recognized that Hawaii's trade must go chiefly to California. But the

Canadian connection may prove of considerable value in the course of time. Canada is a consumer of tropical commodities, and the Canadian-Pacific railway is a cheap road to the Atlantic seaboard, and anyway, the good people of Honolulu will not object to seeing the ships of the Canadian-Australian line in their port or to the additional tourist expenditure which must be involved in brief visits to their picturesque settlement. —Com.

In the Supreme Court of the Hawaiian Islands.

MARCH TERM, 1893.

ONO IUKO vs. R. W. HOLT.

Before RICKSTON and FREAR, JJ. and A. S. HARTWELL, acting Justice.

(Chief Justice Judd being disqualified by reason of his holding land under the same title, A. S. Hartwell, of the Bar, acting Justice, sat in his stead, in accordance with the provisions of Section 56 of Chapter LVII of the Laws of 1892.)

A devise and bequest of all the testator's property to "my daughter and her heirs, the same to be held in trust, however, by my executors during the natural life of my said daughter, and the same is to be managed and controlled by them for her use and benefit, they accounting for and paying over to her the income from the same upon her reasonable request, and upon her decease, in case she has not during her lifetime disposed of the said estate by will or otherwise, it is my will that my executors shall distribute the said estate and any increase thereof among the legal heirs of my said daughter, gives to the daughter the fee in the testator's real estate and absolute ownership of his personal estate.

OPINION OF THE COURT BY MR. HARTWELL.

The following is the statement of facts agreed:

"George Wood died in Honolulu in the year 1887, having before death made and executed his last will and testament, which will has been duly admitted to probate by the Supreme Court, a copy of which is hereto annexed and made a part hereof.

"The fifth clause or item of said will is as follows:

"Subject to my debts and the legacies hereinbefore granted with which I first charge my estate, I give and bequeath all my property, both real and personal and mixed, to my beloved daughter, Eliza Vincent Wood, and her heirs, the same to be held in trust, however, by my executors hereinafter provided for during the natural life of my said daughter, and the same is to be managed and controlled by them for her use and benefit, they accounting for and paying over to her the income from the same upon her reasonable request; and upon her decease, in case she has not during her lifetime disposed of the said estate by will or otherwise, it is my will that my executors shall distribute the said estate and any increase thereof among the legal heirs of my said daughter, according to the law then existing for the distribution of estates of intestates."

"The sixth clause or item of said will is as follows:

"I ordain and appoint Captain Benjamin F. Snow and Charles R. Bishop of Honolulu executors of this my last will and testament and guardians of the persons and property of my daughter, Eliza Vincent Wood, and in case of their decease or refusal to take the trust, whatsoever the Court of Probate shall appoint to execute this will shall be and is hereby vested with all of the powers and rights granted by this will to my executors named by me, and it is my will and the persons hereby appointed my executors and guardians of my daughter or whoever may be appointed to fill their places as however provided shall during the natural life of my said daughter hold my entire estate, real, personal and mixed, in trust, and manage and control the same for the best interest of the legacies hereinbefore named, and out of the income of the same pay the legacies and bequests as hereinbefore provided, and that upon the decease of my daughter, unless she has by will or otherwise disposed of her interest in my estate as granted by this will, to distribute the same among the legal heirs of my daughter, according to the law then existing for the distribution of intestate estates, subject to any charge upon the same then existing to pay the annuities or allowances provided for in this will."

"The said Eliza Vincent Wood afterwards intermarried with one W. M. Anstin, who died leaving him surviving the said Eliza Vincent Anstin; that no issue were born of said marriage.

"That after the death of said W. M. Anstin, his said widow intermarried with the said R. W. Holt, and that on the day of December, 1891, the said Eliza Vincent Holt died leaving no issue her surviving nor having had issue by said R. W. Holt; that the said Eliza Vincent Holt, before her death, made and executed her last will and testament, which will has been duly admitted to probate, a copy whereof is hereto annexed and made a part hereof.

"That under the said last will and testament the whole of the estate of said Eliza Vincent Holt was devised to her said husband, R. W. Holt.

"That the said Ono Iuko is a brother of the said Eliza Vincent Holt, and that she left no other heir at law her surviving, excepting her said husband and her said brother.

"That all the annuities mentioned in the will of said George Wood are dead.

"The question in difference between the said Ono Iuko and the said R. W. Holt, is as follows:

"What if any estate does the said Ono Iuko take, being a brother of said Eliza Vincent Holt under and by virtue of the terms and conditions of the last will and testament of the said George Wood, the said Eliza Vincent Holt having made and executed in her lifetime a last will and testament, which has been duly admitted to probate."

It is unnecessary to set forth the copies of the wills above mentioned. It seems to us that the will gives to the daughter the fee in the testator's real estate and the absolute ownership of his personal estate. The words of the will are, "I give and bequeath all my property to my daughter and her heirs." The provision that the property be held, managed and controlled by the executors does not require the executors to hold the fee or legal title. "That belongs to those persons who might at any time sell the estate and terminate the trust." Per Cur. Pettigill vs. Boynton, 139 Mass. 248.

In the leading case cited by the plaintiff, Miller's Adm. vs. Potterfield, 86 Va., 376 (19 Am. St. 919), there were no words in the will which gave more than a life estate to the widow, and it was held that a devise over of "all property remaining unused" did not "import absolute ownership" in the widow.

So in the ably considered case of Burleigh vs. Clough, 52 N. H., 267, only a life estate was expressly given. In none of the cases cited by the plaintiff are there apt words in the will giving more than a life estate.

Threll vs. Spear, 63 Vt., 266, goes further than the cases above cited, but it was only a life estate which was given in that case.

A devise in fee may be restricted to a life estate, but this can only be done by language which clearly means or implies such result. There is no such language in this will.

The plaintiff could not have a remainder grafted on a fee, nor could he take a fee by way of executory devise or conditional limitation, for that is an estate which the first taker cannot defeat.

The executors are not required to hold the testator's property for the purpose of paying other charges. If the daughter had exercised the power of sale which is clearly implied, the purchaser would have bought subject to the rights of the annuitants while they were alive. The agreed facts state that the annuitants are now dead. There were and are no acts required of the executors in respect of the property except that it "be held in trust" during the daughter's lifetime, and "managed and controlled by them for her use and benefit, they accounting for and paying over to her the income from the same upon her reasonable request, and upon her decease in case she has not during her lifetime disposed of the said estate by will or otherwise," to "distribute the said estate and any increase thereof among the lawful heirs of my said daughter."

There is nothing to be done by the executors which requires them to have the legal estate any more than a guardian is required to have the legal estate which he holds, manages and controls for the benefit of his ward.

In this view it is immaterial whether the daughter exercised her power of appointment in accordance with common law requirements, the property having been devised to her absolutely, and no restriction being placed by the will upon her absolute ownership.

The daughter's will was evidently not meant to be under a power of appointment, nor, in order to bar the plaintiff from taking, need it be under such power. If she was the owner, she could exercise her rights without reference to any power of disposal supposed to be implied by the language of the testator.

C. W. Ashford for plaintiff; Cecil Brown for defendant.

Honolulu, May 30, 1893.

Sugar Bounty Law.

There has been some talk about bringing the constitutionality of the sugar bounty provisions of the tariff law of 1890 to a test. It was reported in advices from Washington some days ago that the president intended to submit to the attorney-general the question whether he had authority to direct the secretary of the treasury to draw no more warrants for the payment of sugar bounties, in order that a judicial determination as to the validity of the bounty provisions might be had. What foundation there is for this report does not appear, nothing having been heard of the matter since. The procedure suggested is, to say the least, somewhat peculiar.—Bradstreet.

Empress of India.

VICTORIA, B. C., May 26.—The steamship Empress of India arrived today after an uneventful but speedy and pleasant voyage, with a heavy passenger list. Among the passengers are the Earl and Countess of Jersey, Lord Grey de Wilton, and other notables.

The steamer brings news that four Russian warships have left for patrol duty among the sealing islands to compel the observance of the arrangement arrived at with Great Britain.

June 4, 1893.

The "Colorado" Lubricating Oil has met with such phenomenal success that manufacturers in the East have imitated it as to name and have tried to do so in quality. This fact prompted us to have the name registered as a Trade Mark so that dealers as well as consumers on these islands could be protected. We are the sole owners of this brand of oil, and it can be purchased only from us. That it has been imitated in the United States is proof sufficient that it is a superior quality of oil. Every engineer who has tried this oil, has expressed himself as being highly satisfied with its quality and effects.

The season for Aermotors and garden hose is with us again, and we are prepared for the attack. Our stock of Garden Hose comprises all sizes of plain and wire bound of a superior quality and which we can recommend to you. If you wish to add to the life of the hose, there is no better way of doing it than by adding a hose reel to your list of lawn implements. The celebrated California sprinklers are better made now than ever before.

Aermotors are in demand by plantation managers who wish to irrigate their lands at a trifling expense. Last week brought us an order for two of the largest size, one for Kauai and the other for Laie. This article of machinery seems to be growing more popular every year. If you need a small one for your house, we will be glad to supply you.

THE HAWAIIAN HARDWARE CO.,

307

FORT STREET

WILDER'S STEAMSHIP CO.'S



TIME TABLE

STMR. KINAU,

CLARKE, Commander.

Will leave Honolulu at 2 o'clock P. M., touching at Lahaina, Maheua Bay and Makana the same day; Mahukona, Kawaihae and Lanipahoehoe the following day, arriving at Hilo at midnight.

LEAVES HONOLULU.

Tuesday	Dec. 12
Friday	" 15
Tuesday	Jan. 23
Friday	" 26
Tuesday	Feb. 3
Friday	" 6
Tuesday	Feb. 13
Friday	" 16
Tuesday	Mar. 7
Friday	" 10

Returning leaves Hilo, touching at Lanipahoehoe same day; Kawaihae A. M., Mahukona 10 A. M.; Makana 4 P. M.; Maheua Bay 6 P. M.; Lahaina 8 P. M. the following day, arriving at Honolulu 6 A. M. Wednesdays and Saturdays.

ARRIVES AT HONOLULU.

Wednesday	Dec. 21
Saturday	" 24
Wednesday	Jan. 11
Saturday	" 14
Wednesday	Feb. 1
Saturday	" 4
Wednesday	Feb. 11
Saturday	" 14
Wednesday	Mar. 4
Saturday	" 7

No Freight will be received after 12 noon of day of sailing.

STMR. CLAUDINE,

DAVIES, Commander.

Will leave Honolulu every Tuesday at 5 o'clock P. M., touching at Kahului, Hilo, Hana, Hanalei and Kilauea, Maui, and Paeanu, Hawaii. Returning will arrive at Honolulu every Sunday morning.

No Freight will be received after 4 P. M. on day of sailing.

Consignees must be at the landings to receive their freight, as we will not hold ourselves responsible after such freight has been landed. While the Company will use due diligence in handling live stock, we decline to assume any responsibility in case of the loss of same, and will not be responsible for money or jewelry unless placed in the care of Passengers.

W. C. WILDER, President.
S. B. BOSE, Secretary.
Capt. J. A. KING, Port Sup't. 1893-q